

IK ORDER AND CONTRACT ("Contract")

Prometheus Real Estate Group, Inc.

Date:

The undersigned "Contractor" agrees to perform the services specified below ("Work") on the property located at: ("Property"). Contractor shall perform the Work in accordance with the terms and conditions of this contract, including the General Provisions on the reverse side. This Contract is between Contractor and the legal owner of the Property ("Owner"). Prometheus Real Estate Group, Inc. ("PROM") manages the Property. Owner has authorized PROM to sign this Contract on behalf of Owner and to act on behalf of Owner as its agent under this Contract.

Attached are the following initialed or signed addendum documents (*initial, if appropriate, or write "None"*):

(a) none another form of contract; and/or (b) none plans, drawings, or specifications regarding the Work.

Such documents are made a part of this Contract. Such documents shall not modify or expand any of the terms and conditions set forth on the reverse side, and any provisions in such documents which conflict with the terms and conditions on the reverse side shall not be binding upon the parties.

Contractor shall commence the work by May 12, 2008 (*Commencement Date*).

Contractor shall be substantially complete the work by September 26, 2008 (*Substantial Completion Date*).

COMPLETION OF WORK. Time is of the essence in this Contract. Contractor shall substantially complete all of the Work on or before the date agreed upon by the parties. For purposes of this clause, "substantially complete" shall mean that other than minor items or corrections to the Work that do not prevent the Owner from using the project for its intended purpose. However, "substantially complete" shall not mean that the receipt of a Certificate of Occupancy or other governmental approval necessary for the legal occupancy or use of the project. If Contractor fails to substantially complete all of the Work on or before such date and such failure is not caused by a natural disaster, change in the Work, or similar cause beyond the control of Contractor, then Contractor shall pay to Owner, upon demand, \$200 per work day for the first week, \$500 per work day for the second week and \$750 per work day for the third week and beyond, up to and including the day on which Contractor substantially completes the Work. Contractor hereby acknowledges that such amount represents reasonable damages under the circumstances for failure to complete the Work on time.

DESCRIPTION OF WORK

Complete exterior and interior remodel of existing Recreation/Leasing Building in accordance with plans and specifications by RSS Architecture dated 5/07/2008 and approved by the City of Santa Clara.

Exterior remodel to include but is not limited to the removal and replacement of all siding and trim materials, removal and replacement of composition shingle roof, removal and replacement of all gutters and downspouts, re-painting entire exterior, re-flashing all windows and doors, removal and replacement of all exterior doors.

Attached "Exhibit 1 - GMP Proposal and Scope of Work" shall serve as a reference for categories of work to be completed during remodel.

Contractor's price is based on the use of standard equipment, tools, as well as standard practices, means and methods in the performance of the Work. Owner understands that there will noise, dust, dirt and other inconveniences associated with performing the Work and has alerted existing residents and others that may be using the buildings or areas surrounding the work site of the planned Work and to expect these inconveniences. Contractor shall not be required to employ any special construction practices, equipment, materials or other means or methods to lessen these inconveniences without a change order (i.e., a written modification of the Contract, signed by both parties) for such changes. Further, Contractor shall not be liable to Owner or any other person or entity for any claims, demands, actions or damages arising from these inconveniences, and Owner agrees to defend and hold Contractor harmless from such claims, demands, actions, and/or damages.

PAYMENT SCHEDULE

Payment shall be made within 30 days of receipt of Contractor's progress billings for Work in place, materials or equipment purchased and suitably stored (on or offsite). The Substantial Completion payment shall be made within 30 days of substantial completion, less ten percent (10%) retained until the Contractor's completion of the punch list items. Contractor shall submit conditional lien releases for all materials, labor and equipment included in any progress payment or the substantial completion payment. Contractor shall submit a condition final lien release for the final payment of the ten percent (10%) withheld from the substantial completion bonus.

Owner's failure to pay Contractor amounts due shall entitle Contractor to stop the Work with no penalty to Contractor. Upon the Contractor's receipt of amounts due, Contractor shall resume the Work with an extension of the Substantial Completion Date equal to 125% of the time period from the date Contractor stopped work to the date Contractor received the full amount due. To the extent Owner disputes that Contractor is entitled to all or a portion of any payment.

In no event shall the total cost of the Work to Owner exceed the guaranteed maximum price of One Million Forty Six Thousand Six Hundred Three Dollars (\$ 1,046,603.00), see "Exhibit 1 - GMP Proposal and Scope of Work". All cost savings shall directly benefit the owner. All applications for payment shall be reviewed and approved by the owner.

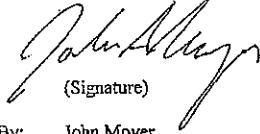
Exhibit 307

Phil Levine/MoFo/10.18.06 revision 268117.1268117.1268117.1

AIC 000003

OWNER:

CONTRACTOR: Johnstone Moyer, Inc.


(Signature)

By: John Moyer

Title: President

Contractor's License No.: B 818919

Federal I.D. No.:

Address: 1720 South Amphlett Boulevard,

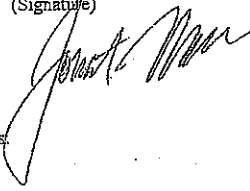
Suite 250, San Mateo, CA 94402

(Signature)

By:

Title:

Address:



"Contractors are required by law to be licensed and regulated by the Contractors' State License Board. If this contract is to be performed in California, any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, California. Mailing Address: P. O. Box 26000, Sacramento, California 95826."

See Reverse Side for General Provisions



GENERAL PROVISIONS

1. **INCIDENTAL ITEMS.** Contractor shall provide and pay for all materials, labor, utilities, tools and equipment necessary to do the Work, even though not specified herein. Contractor shall not be responsible for correcting deficiencies in the existing building, unless defined in the scope of work.
2. **EXTRAS.** Bills for extra work will be paid only if Owner has approved the extra work in writing in advance of the work being performed. Contractor shall not be required to perform any extra work without the Owner's written approval of both time and cost proposed by Contractor.
3. **SUBCONTRACTS.** Contractor shall not subcontract any portion of the Work without prior written approval from Owner, which approval shall not be unreasonably withheld. Owner shall timely provide such approvals so as not to delay the Work.
4. **TAXES.** Contractor shall pay all sales, use and other taxes applicable to the performance of the Work, and shall reimburse Owner if the latter shall pay any such taxes.
5. **SUPPLIERS' WARRANTIES.** Upon receipt of the full payment for the Work, Contractor shall cause suppliers to issue any warranties or guarantees directly to Owner, if possible. If any supplier refuses to issue warranties or guarantees directly to Owner, Contractor hereby assigns such warranties and guarantees to Owner, if they are assignable, but such assignment shall only be effective upon the full payment for the Work.
6. **LAWS AND PERMITS.**
 - (a) Contractor represents and warrants that the Work and any goods furnished under this Contract shall comply with terms of the Contract and all applicable regulations, ordinances and rules for the means and methods, not design work.
 - (b) Contractor shall procure all necessary permits, certificates or licenses required under the Contract. Contractor shall supply Owner with copies of such permits, certificates and licenses at Owner's request.
 - (c) Contractor shall comply with all applicable laws, regulations, ordinances and rules relating to hazardous or toxic materials used in the performance of the Work. If Contractor discovers any such hazardous materials on the Property, Contractor shall promptly stop all work in the area and notify Owner. Contractor shall remove the work in the area only after Owner provides contractor with written notice that the hazardous materials have been removed and the area is free from such hazardous material. Owner shall indemnify and hold Contractor, its officers, agents, employees and subcontractors harmless against any claims, damages, losses, expenses and attorneys' fees or any disputes of any nature related to the discovery or removal of or otherwise related to the hazardous materials.
 - (d) Contractor shall comply with all applicable safety laws, rules and regulations and all safety requirements. Contractor shall specifically comply with the provisions of the Occupational Safety and Health Act (OSHA) of 1970, as currently amended, and hereafter from time to time amended, and the Consumer Product Safety Act of 1972, as amended now or in the future.
7. **INSURANCE.**
 - (a) Contractor at its cost shall purchase and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$1,000,000 products and completed operations aggregate, combined single limit of bodily injury and property damage liability. Such insurance shall provide protection against claims resulting from bodily injury and property damage arising out of the operations performed on behalf of the Owner and Prometheus Real Estate Group by the Contractor. Such insurance shall be provided under the Insurance Services Office (ISO) Form CG 0001 or equivalent, and shall include by endorsement, if not contained within the coverage form, Personal Injury, Blanket Contractual Liability (including coverage for "incidental contracts" as defined by ISO CG 0001), Broad Form Property Damage, and Products and Completed Operations Liability. The liability policy (ies) shall be endorsed to include Owner and Prometheus Real Estate Group as additional insureds. It is understood that the Contractor's insurance shall be primary and any other coverage available to the Owner and Prometheus Real Estate Group shall be excess.
 - (b) Contractor shall purchase and maintain Commercial Automobile Insurance covering all of the contractor's operations arising out of the use or maintenance of owned, hired or non-owned automobiles. Coverage shall be for limits no less than \$1,000,000 per accident and shall include the Owner, and all other parties listed in paragraph 3 as additional insureds.
 - (c) Contractor shall maintain Workers' Compensation Insurance as required by statute and Employers Liability in an amount not less than \$500,000.
 - (d) Owner may require Contractor to obtain (at Owner's cost) builders' risk insurance, in the form commonly referred to as "all risk" including flood and earthquake. Contractor shall supply, prior to commencement of work, insurance certificates naming the Owner and Prometheus Real Estate Group, Inc. as additional insured and shall have the carrier delete the words "endanger to" from the notification clause, stipulating 30 days notice.
 - (e) Any subcontractor hired by Contractor shall maintain the same type of liability insurance as Contractor, with at least half the same limits as stated in 7(a) above, and Workers' Compensation insurance as required by law. Promptly after hiring a subcontractor, Contractor shall furnish Owner with a certificate of the subcontractor's liability insurance.
 - (f) Before Contractor starts the Work, Contractor shall provide to Owner: (i) endorsements to the liability policies of Contractor and subcontractors naming Owner and Prometheus Real Estate Group, Inc. as additional insureds; (ii) endorsements to such policies by which the carriers agree to give Owner and Prometheus Real Estate Group, Inc. thirty (30) days prior written notice of cancellation or any change in such policies; and (iii) certificates of insurance or copies of such insurance policies.
8. **CLEAN-UP.** Contractor shall comply with Owner's reasonable requirements regarding daily clean-up. Upon completion of the Work, before leaving the Property, Contractor shall remove all surplus material, containers and rubbish from the Property and shall leave the Property clean and ready for occupancy. Contractor shall repair any damage to the Property caused by the Work.
9. **INSPECTION, ACCEPTANCE, PAYMENT.** Owner shall at all times have access to the Work. All materials and workmanship shall be subject to inspection and acceptance prior to payment. Payments may be withheld by Owner when he reasonably believes that: (a) the materials or workmanship are defective; (b) any claim has been filed against Contractor, Owner or Prometheus Real Estate Group, Inc. arising out of the Work; (c) Contractor has failed to make payments properly to subcontractors; or (d) Contractor has failed to meet a deadline on which payment is due. At Owner's sole and absolute discretion, Owner may withhold the last payment to Contractor until thirty-five (35) days after the lien free completion of the work herein.
10. **INDEMNITY.** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the Owner and Prometheus Real Estate Group, Inc., its affiliates, subsidiaries, agents, employees, and servants from and against any claims, damages, losses, expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
11. **DISPUTE RESOLUTION.** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions (between representatives from each party duly authorized to bind the respective party), the parties agree to first endeavor to settle the dispute in an amicable manner by mediation and if that fails, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement shall be heard by Judicial Arbitration and Mediation Services, Inc. (JAMS) at San Francisco, California. For Judicial Arbitration, the parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report in writing a finding and judgment thereon. If the parties are unable to agree upon a referee, either party may seek to have one appointed, pursuant to Sections 639 and 640 of the California Code of Civil Procedure. Any party may commence a reference by sending a written demand for reference to the other parties. Such demand shall set forth the nature of the matter to be resolved by reference. Both parties shall mutually select the place of the reference. The substantive law of the State of California shall be applied by the referee to the resolution of the dispute. The parties shall share equally all initial costs of reference. However, the prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the reference. The parties agree that each party shall have the right to cause an appeal to be taken from the referee's decision to a court of competent jurisdiction in the same manner as a judicial appeal arising out of an order or judgment from a California Superior Court in a civil action and all of the same rules, rights and remedies shall be applied to both parties with respect to any such appeal including matters of fact, matters of law, standards for review and substantive and procedural laws. Judgment may be entered upon any such final decision in accordance with applicable law in any court having jurisdiction thereof. The referee (if permitted under applicable law) or such court may issue a writ of execution to enforce the referee's decision. If for any reason JAMS in San Francisco cannot administer the matter, then such JAMS as is selected by the Owner in any county within a fifty (50) mile radius of San Mateo County shall be utilized. Notwithstanding anything to the contrary contained herein, if JAMS does not exist at the time of such controversy then the American Arbitration Association ("AAA") shall be utilized in lieu of JAMS. In the event the AAA is utilized both the mediation and the Judicial Reference shall be conducted by a retired judge of any Superior Court of California and shall be selected by the AAA independent of the desire of any party hereunder unless the parties hereunder mutually agree on such mediator or referee.
12. **ATTORNEYS' FEES.** If any dispute, litigation or arbitration between the parties arises out of the Contract, the losing party in such dispute, litigation or arbitration shall pay to the prevailing party all costs of such dispute, including without limitation, costs of arbitration or attorneys' fees and expert witness fees.
13. **MISCELLANEOUS.** Neither the Owner nor Contractor may assign this Contract without the prior written consent of the other. This Contract may not be modified except by a writing signed by the parties. If any provision of the Contract is unenforceable, the remaining portions shall remain in full force and effect. This Contract shall be governed by the law of the state in which the Property is located. Owner's business and/or residence address shall be written on this Contract if required by applicable law.
14. **MATERIALS AND WORKMANSHIP.** All materials shall be as specified. All materials and workmanship shall be of good quality and shall be subject to rejection by Owner for failure to comply with the Contract. If Owner rejects any of the Work, Owner shall provide Contractor a detailed explanation for the rejection within three (3) business days of the rejecting any portion of the Work. If Contractor has good reason for objecting to the use of any specified material or equipment, Contractor shall bring such objection to the attention of Owner. Substitutions for specified equipment or materials must be approved by Owner in writing prior to ordering or installation thereof.
15. **LIENS.** Contractor is responsible for the payment of any person entitled to assert a lien arising out of the Work from monies received from Owner for the person or entity recording the lien. Contractor shall keep the Property free from mechanic's liens and immediately secure the release of any stop notice filed that are the result of Contractor's failure to pay the lien claimant from monies received from the Owner for that lien claimant. Contractor shall defend and indemnify Owner against claims and costs arising out of a mechanic's lien or stop notice that are the result of Contractor's failure to pay the lien claimant from monies received from the Owner for that lien claimant. Owner has the right, but not the obligation, to withhold funds from Contractor's payment sufficient to discharge liens resulting from the Contractor's failure to pay the lien claimant from monies received from the Owner for that lien claimant. Notwithstanding anything to the contrary contained in this Paragraph 15, Contractor shall not be responsible for the removal of any lien to the extent such lien arises as a result of Owner's wrongful failure to make a payment or wrongful delay in making a payment to Contractor pursuant to this Agreement.
16. **FINAL PAYMENT.** Contractor shall promptly provide Owner with a list of all subcontractors, suppliers and all other persons that would be entitled to assert a lien arising out of the Work. Contractor shall update such list when necessary. Contractor shall certify such list and all amendments to be true and correct. Final payment shall not be due until Contractor delivers to Owner a conditional final lien release from Contractor and all persons on such list as amended, in accordance with statutory requirements.
17. **GUARANTEE.** Final payment shall not relieve Contractor of any responsibility for faulty materials or workmanship. Contractor agrees to repair or pay for any defects in materials or workmanship, not covered by any existing warranty, which shall appear within a period of one year from the date of substantial completion of the Work or any longer period as provided by statute or subsequent written agreement of the parties.
18. **RISK OF LOSS.** Risk of loss of any goods or materials incorporated in the Work shall not pass from Contractor to Owner until substantial completion of the Work if Owner procures "all risk" insurance, otherwise the risk of loss shall of any goods or materials incorporated in the Work or suitably stored on or off the site shall be the Owner's.
19. **TERMINATION.** Owner may terminate this Contract at any time by giving Contractor seven (7) day advance written notice. In such event, Owner shall be liable only for payment in accordance with the payment provisions of this Contract for work done and services performed prior to the effective date of the termination and Contractor shall deliver to Owner all work completed or in progress up to date of termination.
20. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and neither Contractor nor any employee of Contractor shall be, or be deemed to be, an employee of Owner.
22. **LIMITED LIABILITY.** The obligations of Owner shall not be personally binding upon, nor shall any resort be had to, the private properties of any of its trustees, partners, members, officers, directors or shareholders, or any employees or agents of Owner.

INITIALS

Phil Levine/Mo/Pa/10.18.06 revision 268117.1268117.1268117.1

AIC 000005



Mansion Grove - Santa Clara, CA

GMP ESTIMATE PREPARED FOR PROMETHEUS

(Drawings dated 5/07/08 by RSS Architects)

Mansion Grove Renovation to the Recreation/Leasing Building

| Construction Cost | | | |
|--|--------------------------|-----------------------------|-------------|
| | Community Building Shell | Community Building Interior | TOTALS |
| UNIT GSF | | | |
| TOTAL GROSS SQUARE FT. | 6,793 | 6,793 | 6,793 |
| TOTAL NET SQUARE FT. | 6,644 | 6,644 | 6,644 |
| TOTAL SHELL COSTS | \$333,490 | \$0 | \$333,490 |
| TOTAL FINISHES COSTS | | \$511,694 | \$511,694 |
| DIRECT CONSTRUCTION COST | \$333,490 | \$511,694 | \$845,174 |
| DIRECT CONSTRUCTION COST PER GSF OF BUILDING | \$49 | \$76 | \$124 |
| DIRECT CONSTRUCTION COST PER NSF OF BUILDING | \$51 | \$78 | \$129 |
| DIRECT CONSTRUCTION COST PER UNIT | \$2,689 | \$4,126 | \$6,816 |
| DIRECT CONSTRUCTION COST | \$333,490 | \$511,694 | \$845,174 |
| CONSTRUCTION CONTINGENCY | \$16,574 | \$26,694 | \$42,268 |
| SUB-TOTAL | \$360,164 | \$537,269 | \$897,433 |
| GENERAL CONDITIONS | \$42,020 | \$64,472 | \$106,492 |
| SUB-TOTAL | \$392,184 | \$601,741 | \$993,925 |
| INSURANCE | \$4,302 | \$7,572 | \$11,874 |
| CONSTRUCTION FEE | \$15,883 | \$24,371 | \$40,254 |
| TOTAL CONSTRUCTION COST | \$412,070 | \$633,633 | \$1,045,703 |
| TOTAL COST PER GSF OF BUILDING | \$61 | \$93 | \$154 |
| TOTAL COST PER NSF OF BUILDING | \$63 | \$97 | \$160 |
| AVERAGE COST PER UNIT | \$3,330 | \$5,110 | \$8,440 |

Notes:

- 1 Includes construction contingency
- 2 Includes design of MP
- 3 Excludes all other design and soft cost
- 4 Excludes permit costs
- 5 All prices are current market prices. No allowance for escalation is included
- 6 Excludes any costs for payment and performance bonds

Mansion Grove Community Building Shell

Mansion Grove Community Building Shell

| DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|---|-------|-----|-------------|-------------|------------|-------|------------|-------|
| 02000 DIVISION 2 EARTH WORK | | | | | | | | |
| Demolition of (3) wing siding and fascia from two entry canopy in front of building | 1 | 1 | \$1,500.00 | \$1,500.00 | | | | |
| Demolition of existing lattice and trellis structure | 0552 | 1 | \$0.00 | \$0.00 | | | | |
| Demolition of existing siding and fascia | 1 | 1 | \$3,200.00 | \$3,200.00 | | | | |
| Demolition of existing roof | 1 | 1 | \$25,054.93 | \$25,054.93 | | | | |
| Remove Exterior Doors - (12) Pella | 1 | 1 | \$9,000.00 | \$9,000.00 | | | | |
| Removal of existing roof sheathing if damaged - Allowance | 1 | 1 | \$2,000.00 | \$2,000.00 | | | | |
| SCG demo at new kitchen and bath location for entry ramping | 200 | 1 | \$19,000.00 | \$19,000.00 | | | | |
| Chimney | 1 | 1 | \$5,000.00 | \$5,000.00 | | | | |
| Protection | 1 | 1 | \$7,500.00 | \$7,500.00 | | | | |
| SNPPP | 1 | 1 | \$3,000.00 | \$3,000.00 | | | | |
| Dumpsters | 1 | 1 | \$0.00 | \$0.00 | | | | |
| Landscaping - Allowance | 1 | 1 | \$5,000.00 | \$5,000.00 | | | | |
| SS Allowance | 1 | 1 | \$2,500.00 | \$2,500.00 | | | | |
| 02000 DIVISION 2 EARTH WORK | 10 | 1 | \$0.00 | \$0.00 | | | | |
| 03000 DIVISION 3 CONCRETE | | | | | | | | |
| Concrete patch at kitchen and bath area | 200 | 1 | \$4,200.00 | \$4,200.00 | | | | |
| 3" non-tube columns for trellises | 0 | 0 | \$0.00 | \$0.00 | | | | |
| Concrete footings for new square columns at entry | 0 | 0 | \$0.00 | \$0.00 | | | | |
| Concrete footing at chimney | 1 | 1 | \$0.00 | \$0.00 | | | | |
| New sloped snow boxes for ADA showers | 1 | 1 | \$950.00 | \$950.00 | | | | |
| 03000 DIVISION 3 CONCRETE | | | | | | | | |
| 04000 DIVISION 4 Masonry | | | | | | | | |
| CMU at planters | 0 | 0 | \$0.00 | \$0.00 | | | | |
| 04000 DIVISION 4 CRU | | | | | | | | |
| 05000 DIVISION 5 METAL | | | | | | | | |
| 05100 structural steel | 0 | 0 | \$0.00 | \$0.00 | | | | |
| Meat Awnings | 0 | 0 | \$0.00 | \$0.00 | | | | |
| Tubular metal Trellises | 0 | 0 | \$0.00 | \$0.00 | | | | |
| Decorative Metal Planters | 0 | 0 | \$0.00 | \$0.00 | | | | |
| 05000 DIVISION 5 METAL | | | | | | | | |
| 06000 DIVISION 6 WOOD SPLATICS | | | | | | | | |
| 06100 Rough Carpentry | 1 | 1 | \$19,264.00 | \$19,264.00 | | | | |
| Replace (3) balconies | 1 | 1 | \$35,250.00 | \$35,250.00 | | | | |
| Replace exterior siding | 1 | 1 | \$14,500.00 | \$14,500.00 | | | | |
| Replace trellis | 1 | 1 | \$5,000.00 | \$5,000.00 | | | | |
| Repair of Dry-rot at exterior walls - Allowance | 12208 | 1 | \$0.00 | \$0.00 | | | | |
| Repair fascia, trim and replace railing faxes | 1 | 1 | \$1,800.00 | \$1,800.00 | | | | |
| New Euphratic Vinyl | 1 | 1 | \$2,800.00 | \$2,800.00 | | | | |
| Replace Clamping, furling and infill | 0 | 0 | \$3,596.00 | \$3,596.00 | | | | |

Marathon Grove - Community Building - Estimate - 04-20-08.xls - Community Building Shell

Mansion Grove Community Building Shell

| 05100 Rough Carpentry | | | | | | | | | |
|--|------|----|-------|---|------|--|------------|--|--------------|
| | | | | | | | | | \$110,774.88 |
| 05200 DIVISION 5 WOOD & PLASTICS | | | | | | | | | |
| | | | | | | | | | \$110,774.88 |
| 07000 DIVISION 7 ROOFING & WATERPROOFING | | | | | | | | | |
| 07100 Waterproofing | | | | | | | | | |
| Fluid applied waterproofing at planter walls | 0 | sf | SHELL | 1 | 0 | | \$0.00 | | \$0.00 |
| 07200 Waterproofing | | | | | | | | | |
| | | | | | | | | | \$0.00 |
| 07200 Insulation | | | | | | | | | |
| Insulation at exterior walls | 3907 | sf | SHELL | 1 | 2607 | | \$0.50 | | \$1,953.50 |
| 07200 Insulation | | | | | | | | | |
| | | | | | | | | | \$1,953.50 |
| 07500 Roofing | | | | | | | | | |
| 40 Year Composition Shingle Roof | 9200 | sf | SHELL | 1 | 6200 | | \$3.00 | | \$18,600.00 |
| Tower waterproofing | 1 | | | | 1 | | \$2,000.00 | | \$2,000.00 |
| Reroof flat sections with 18 thermal plastic membrane | 1 | | | | 1 | | \$5,000.00 | | \$5,000.00 |
| 07500 Roofing | | | | | | | | | |
| | | | | | | | | | \$25,600.00 |
| 07500 Sheet Metal Flashing & Trim | | | | | | | | | |
| Window GSN Head Flashings | 27 | ea | SHELL | 1 | 27 | | \$40.00 | | \$1,080.00 |
| Exterior Door Flashing | 13 | ea | SHELL | 1 | 13 | | \$250.00 | | \$3,250.00 |
| Roof gutter screens | 1 | | | | 1 | | \$1,500.00 | | \$1,500.00 |
| Install new vent on all attic ridges and eyebrow vents | 1 | | | | 1 | | \$1,700.00 | | \$1,700.00 |
| Miscellaneous flashings, gutters and downspouts | 2544 | sf | SHELL | 1 | 2544 | | \$1.92 | | \$12,584.48 |
| 07500 Sheet Metal Flashing & Trim | | | | | | | | | |
| | | | | | | | | | \$20,894.48 |
| 07800 Expansion Joints & Firestopping | | | | | | | | | |
| Allow for Caulking & Sealants at exterior and around windows | 1 | sf | SHELL | 1 | 1 | | \$4,700.00 | | \$4,700.00 |
| 07800 Expansion Joints & Firestopping | | | | | | | | | |
| | | | | | | | | | \$4,700.00 |
| 07000 DIVISION 7 ROOFING & WATERPROOFING | | | | | | | | | |
| | | | | | | | | | \$55,147.88 |
| 0800 DIVISION 8 WINDOWS & DOORS | | | | | | | | | |
| 08100 Windows, Steel doors, frames & hardware | | | | | | | | | |
| Aluminum Window Replacement - Allowance | 1 | ls | SHELL | 1 | 1 | | \$1,000.00 | | \$1,000.00 |
| Steel doors @ Maintenance room | 1 | ea | SHELL | 1 | 1 | | \$900.00 | | \$900.00 |
| 08100 Windows, Steel doors, frames & hardware | | | | | | | | | |
| | | | | | | | | | \$1,900.00 |

PM *2/2/21*

Mansion Grove Community Building Shell

[illegible]

Mansion Grove - Community Building - Estimate - 04-30-08.xls - Community Building Shell

Community Building

| ITEM | QTY | UNIT | DESCRIPTION | AREA | UNIT PRICE | AMOUNT | FINISH |
|--|-----|------|-------------|------|------------|--------|--------|
| 02500 DIVISION 2 LANDSCAPING | | | | | | | |
| Demolition of interior walls, ceilings, sheetrock, | | | | | | | |
| remove carpets, tile and bathrooms | | | | | | | |
| 02500 DIVISION 2 LANDSCAPING | | | | | | | |
| Mansion Grove | | | | | | | |
| 03300 DIVISION 3 CONCRETE | | | | | | | |
| Concrete Footings | | | | | | | |
| Float Gym floor and Aerobics room - Allowance | | | | | | | |
| 03300 DIVISION 3 CONCRETE | | | | | | | |
| 05000 DIVISION 5 METAL | | | | | | | |
| Included in shell cost | | | | | | | |
| 05000 DIVISION 5 METAL | | | | | | | |
| 06000 DIVISION 6 WOOD & PLASTICS | | | | | | | |
| 06100 Rough Carpentry | | | | | | | |
| Interior Framing and Beams | | | | | | | |
| 06100 Rough Carpentry | | | | | | | |
| 06200 Finish Carpentry | | | | | | | |
| 3.25" MDF crown molding | | | | | | | |
| Paint grade, 6.25" simple profile MDF base | | | | | | | |
| opening) | | | | | | | |
| Built in Millwork - Allowance | | | | | | | |
| Window stool and apron | | | | | | | |
| 06200 Finish Carpentry | | | | | | | |
| 06410 custom casework | | | | | | | |
| Cabinet package: kitchen & bathroom installed - | | | | | | | |
| Allowance | | | | | | | |
| Chinese Granite counter tops & 6" back splash | | | | | | | |
| Kitchens | | | | | | | |
| 06410 custom casework | | | | | | | |
| 06000 DIVISION 6 WOOD & PLASTICS | | | | | | | |

Mansion Grove - Community Building - Estimate - 04-30-08.xls - Community Building

Mansions Grove - Community Building - Estimate - 04-30-08.xls - Community Building

Community Building

096B2 Carpet

Mansion Grove - Community Building - Estimate - 04-30-08.xls - Community Building

Community Building

| ITEM | QTY | UNIT | AREA | UNIT PRICE | TOTAL | FINISH |
|---|------|------|------|------------|---------------------|--------|
| Commercial Carpet at Theater, Conference Room, and Offices. | 138 | sf | FLAT | \$30.00 | \$4,128.50 | FLAT |
| Gym & Aerobics room - Dinetex rubber flooring | 1653 | sf | FLAT | \$0.00 | \$0.00 | FLAT |
| 10882 Carpet | | | | | \$4,128.50 | |
| 09901 Residential Painting | | | | | \$24,456.17 | |
| Paint interior walls - Allowance | 7 | ea | FLAT | \$75.00 | \$525.00 | |
| Paint doors and jambs - Single | 2 | ea | FLAT | \$100.00 | \$200.00 | |
| Paint doors and jambs - Double | 1345 | lf | FLAT | \$0.50 | \$672.34 | |
| Paint base board | | | | | \$0.00 | |
| 09901 Residential Painting | | | | | \$25,853.51 | |
| 70000 DIVISION 9 FINISHES | | | | | \$155,805.77 | |
| 10000 DIVISION 10 SPECIALTIES | | | | | | |
| 10820 Bath Accessories | | | | | | |
| Allow for bath accessories - Bobrick Stainless Steel | 1 | ea | FLAT | \$8,000.00 | \$8,000.00 | |
| Add new Mirrors - Gym and Ambics room | 1 | | | \$5,000.00 | \$5,000.00 | |
| 10820 Bath Accessories | | | | | \$13,000.00 | |
| 11000 DIVISION 11 EQUIPMENT | | | | | \$13,000.00 | |
| 11452 Residential Appliances | | | | | | |
| GE Cafe™ 30" Free Standing Gas Range Model#: | 1 | ls | FLAT | \$2,426.00 | \$2,426.00 | |
| CSS380SEMSS | | | | | | |
| GE Cafe™ Dishwasher with SmartDispense™ | 1 | ea | FLAT | \$1,336.00 | \$1,336.00 | |
| Technology Model# CDW530MSS | | | | | | |
| Advantium™ 120-volt Wall Oven Model: SCB1001 | 1 | ea | FLAT | \$1,596.00 | \$1,596.00 | |
| GE Microwave | 2 | ea | FLAT | \$700.00 | \$1,400.00 | |
| GE Cafe™ 30" Designer Hood Model# CV935MSS | 1 | ea | FLAT | \$991.00 | \$991.00 | |
| Small Fridge | 1 | ea | FLAT | \$1,200.00 | \$1,200.00 | |
| Standard Dishwasher | 1 | ea | FLAT | \$300.00 | \$300.00 | |
| Standard Refrigerator | 1 | ea | FLAT | \$700.00 | \$700.00 | |
| Fireplace - | 1 | ea | FLAT | \$2,500.00 | \$2,500.00 | |
| GE Profile™ Energy Star® 19.5 Cu. Ft. Stainless Bottom-Freezer Drawer Model #: PDS2USFRSS | 1 | ea | FLAT | \$1,886.00 | \$1,886.00 | |
| 11452 Residential Appliances | | | | | \$1,886.00 | |

Mansion Grove Community Building Renovation - Santa Clara, CA

Scope of Work

GENERAL NOTE:

This preliminary scope of work is based on a combination of the following;

- Johnstone Moyer, Inc. assumptions and clarifications.
- Drawings prepared by RSS Architects dated 4/14/08

GENERAL PROJECT DESCRIPTION AND ASSUMPTIONS:

The project is located in Santa Clara, CA. The project will consist of the remodel of one common area building that will consist of the leasing office and community amenities.

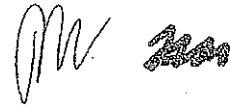
Division 2: Site Work

Inclusions:

1. We have included the following allowances:
 - a. Demolition of existing roof sheathing if found to be damaged - \$5,000
 - b. Landscape and irrigation - \$2,500
 - c. Sanitary Sewer - \$600
2. Demolition of three existing balconies.
3. Demolition of existing lattice and trellis structure.
4. Demolition of existing siding, fascia and trim.
5. Demolition of existing roof shingles.
6. Demolition of exterior doors, interior walls, ceilings, sheetrock, removes carpets, tile and bathrooms.
7. Trash Dumpsters.
8. Daily cleanup of construction areas.
9. Temp Fencing

Assumptions and Exclusions:

1. Excludes demolition of existing utilities.
2. Excludes removal of any unforeseen underground structures or utilities.
3. Excludes location or relocation of existing utilities other than the sanitary sewer allowance listed above.
4. Excludes any new utilities or connections.
5. Assumes the soil is clean and does not include any allowance for contaminated soil disposal and handling.
6. Excludes contaminated groundwater treatment.
7. Assumes dump site for soil is within a 1 hour round trip by truck. Excludes dump fees.
8. Assume typical soil bearing capacity for conventional slab on grade replacement.
9. Assumes no off-site improvements to city, state or private services or structures.



Johnstone Meyer, Inc.

Community Building

| QTY | UNIT | DESCRIPTION | AREA | UNIT TOTAL | SUBTOTAL | TOTAL \$ | FINISH |
|-----|------|-----------------------------|------|------------|----------|-------------|--------|
| 1 | sq | 11000 DIVISION 11 EQUIPMENT | | | | \$15,871.00 | |

15000 DIVISION 15 MECHANICAL

15300: Fire protection system

Fire protection system (assumes existing sufficient)

15400: Plumbing system

Building plumbing system

15500 Mechanical system

Building mechanical system

16000 DIVISION 16 ELECTRICAL

16070 Electrical Residential

Building electrical system (Power & lighting)

Electrical Panel relocations

Light Fixture Allowance (Per Owners Request)

16076 Electrical Residential

16000 DIVISION 16 ELECTRICAL

| | | | | | | | |
|---|----|------|---|---|--------|--------|--|
| 0 | sq | FLAT | 1 | 0 | \$2.75 | \$0.00 | |
|---|----|------|---|---|--------|--------|--|

| | | | | | | | |
|----|----|------|---|----|------------|-------------|-------------|
| 18 | sq | FLAT | 1 | 18 | \$1,800.00 | \$28,800.00 | \$28,800.00 |
|----|----|------|---|----|------------|-------------|-------------|

| | | | | | | | |
|------|----|------|---|------|--------|-------------|-------------|
| 6544 | sq | FLAT | 1 | 6544 | \$7.50 | \$49,080.00 | \$49,080.00 |
|------|----|------|---|------|--------|-------------|-------------|

\$77,880.00

| | | | | | | | |
|------|----|------|---|------|--------|-------------|-------------|
| 6544 | sq | FLAT | 1 | 6544 | \$6.50 | \$42,536.00 | \$42,536.00 |
|------|----|------|---|------|--------|-------------|-------------|

| | | | | | | | |
|---|----|------|---|---|-------------|-------------|-------------|
| 2 | sq | FLAT | 2 | 2 | \$15,000.00 | \$30,000.00 | \$30,000.00 |
|---|----|------|---|---|-------------|-------------|-------------|

| | | | | | | | |
|---|----|------|---|---|-------------|-------------|-------------|
| 1 | sq | FLAT | 1 | 1 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
|---|----|------|---|---|-------------|-------------|-------------|

\$82,536.00

| | | | | |
|---------------------------------|--------------|----|---|--------------|
| Div 2 | \$22,000.00 | sf | 0 | #DIV/0! |
| Div 3 | \$8,000.00 | sf | 0 | #DIV/0! |
| Div 4 | \$0.00 | sf | 0 | #DIV/0! |
| Div 5 | \$0.00 | sf | 0 | #DIV/0! |
| Div 6 | \$88,630.33 | sf | 0 | #DIV/0! |
| Div 7 | \$4,827.63 | sf | 0 | #DIV/0! |
| Div 8 | \$35,292.64 | sf | 0 | #DIV/0! |
| Div 9 | \$155,806.77 | sf | 0 | #DIV/0! |
| Div 10 | \$13,000.00 | sf | 0 | #DIV/0! |
| Div 11 | \$13,000.00 | sf | 0 | #DIV/0! |
| Div 12 | \$0.00 | sf | 0 | #DIV/0! |
| Div 13 | \$0.00 | sf | 0 | #DIV/0! |
| Div 14 | \$0.00 | sf | 0 | #DIV/0! |
| Div 15 | \$77,880.00 | sf | 0 | #DIV/0! |
| Div 16 | \$82,536.00 | sf | 0 | #DIV/0! |
| Total Direct Construction Costs | | | | \$504,634.37 |

\$504,634.37 /unit

| | |
|--------|--------------|
| \$0.00 | \$504,634.37 |
| SHELL | 0 |
| FINISH | 0 |

Mansion Grove - Community Building - Estimates - 04-30-08.xls - Community Building

10. Assumes soils report and soil testing will be provided by others.
11. Excludes tree protection.
12. Excludes demolition of existing roof structures at entry in front of building.
13. Excludes surveying.

Division 3: Concrete

Inclusions:

1. Concrete patch at kitchen and bath area.
2. Footings for new shear wall.
3. We have included the following allowances:
 - a. Float gym floor and aerobics room - \$4,000

Assumptions and Exclusions:

1. Assumes design of structural concrete by others.
2. Excludes any admixtures to concrete, except as required by structural design guidelines.
3. Excludes special inspections.

Division 4: Masonry and Stone

Inclusions:

1. No masonry or stonework is included.

Assumptions and Exclusions:

1. Excludes CMU work.

Division 5 Structural Steel & Miscellaneous Metals

Inclusions:

1. No metal work is included.

Assumptions and Exclusions:

2. Excludes metal awnings.
3. Excludes tubular metal trellises.
4. Excludes decorative metal planters.

Division 6 Wood & Plastics

Rough Framing

Inclusions:

1. We have included the following allowances:
 - a. Repair of dry-rot at exterior walls - \$5,000
 - b. Repair dry-rot at Tower - \$2,800
2. Interior wood framing and beams.



3. Replace (2) exterior balconies match existing.
4. Exterior trellis at pool area.
5. New fascia, trim and lattice fence match existing.
6. Exterior Cementitious lap siding.
7. New fireplace

Assumptions & Exclusions:

1. Architect to design the trellis as per the attached sketch.

Architectural Woodwork (Trim)

Community Buildings Inclusions:

Exterior Elevations

1. Pre primed spruce trim around windows, corners and doors.
2. Pre primed 2X12 spruce fascias to match existing.
3. Pre primed 4X8 spruce for trellis.

Assumptions & Exclusions:

1. Architect to design trellis in line with proposed trellis sketch by JMI/ Mirage.

Interior:

1. We have included the following allowances:
 - a. Built in Millwork - \$10,000
 - b. Cabinet package: Kitchen & bathroom - \$20,000
2. Painted 1" x 5 1/4" square MDF baseboard.
3. Painted 2" square MDF door casing.
4. Chinese granite countertops with eased edge and 6" splash at kitchens and 4" splash at bathrooms.

Assumptions & Exclusions:

1. Assumes MDF base is throughout unit.
2. Excludes window trim.
3. Excludes crown
4. Assumes no hinge stops will be used and all doorstops will be installed on doors, not on wall.

Division 7 Thermal & Moisture Protection.

Waterproofing.

Inclusions:

1. Replace waterproofing membrane at the tower.

Assumptions and Exclusions:

1. Window waterproofing is covered under division 9.
2. We cannot guarantee or warrant a watertight system at the base of the tower, as the tower sits on existing flashing and apparently has existing leak issues.

Roofing.

Inclusions:

1. The roofing material will consist of 40 year comp roof shingles.

Insulation.

Inclusions:

1. Interior wall and ceiling insulation to meet code, Title 24 and acoustical requirements.

Assumptions and Exclusions:

Sheet Metal Flashing.

Inclusions:

1. Downspouts, gutters and gutter screens.
2. Window GSM head flashing as required.
3. Exterior door flashing.
4. Vent on attic ridges and eyebrow vents.

Assumptions & Exclusions:

1. Assumes no window sill sheet metal flashing.

Division 8 Doors & Windows.

Inclusions.

1. Common area doors, frames & hardware to meet all access and fire code requirements.

Community Buildings Windows

Inclusions:

1. We have included the following allowances:
 - a. Aluminum window replacement - \$1,000
2. New exterior wood doors (6) pairs

3. (1) Steel door at Maintenance room.
4. (2) Double glass interior doors – storefront clear anodized medium style and with Transom.
5. Interior doors – single doors with no Transom.
6. Window walls – interior glazing at offices.
7. Interior wood doors

Assumption & Exclusions:

1. Assumes waterproofing of drip cap at window with one layer of “moist stop” and two layers of “fortiflash”

Division 9 Finishes

Metal Stud and Drywalls

Inclusions:

1. Level 3 drywall tape and medium Knock-Down finish.

Assumption & Exclusions:

1. Assumes level 3 finish and medium Knock-Down at Rec/Leasing buildings.

Lath and Plaster

Assumption & Exclusions:

Flooring

Inclusions:

1. Bathrooms, kitchen, staff kitchen, lounge, new bath, storage and hallways will have ceramic tile floors.
2. Tile at Fireplace
3. The common area and hallways will get ceramic tile floors.
4. The theater, conference room and offices will get commercial grade carpet.

Assumption & Exclusions:

Wall Tile Wall Coverings

Inclusions:

1. Bathrooms will have tile wainscoting to 8' a.f.f.

Assumption & Exclusions:

1. Wall coverings are excluded.

Painting

Inclusions:



1. Interior walls, ceilings and trim will receive two coats of interior acrylic latex.
2. All exterior siding will receive prime and one (1) coat semi-gloss exterior.
3. Exterior trim and walls will receive prime and one (1) coat of exterior paint.
4. Trellis will receive prime and one (1) coat of exterior paint.

Assumption & Exclusions:

1. Excludes staining of interior or exterior trim.
2. Assumes interior and exterior paint schemes will consist of no more than two colors (one color for walls and another for ceilings and trim) and no more than two sheens.
3. Assumes paint colors will be selected from Kelly Moore standard colors.

Division 10 Specialties

Inclusions:

1. Include allowance for code compliant, direction signage and striping.
2. Includes toilet & bath accessories for each bathroom (Grab bar, Channel Framed Mirror, Soap Dispenser, Seat Cover Dispenser, Toilet Tissue Dispenser, Paper Towel Dispenser)

Assumption & Exclusions:

1. Includes ADA grab bars at common area toilets.

Division 11- Equipment

Inclusions:

Residential Unit Appliances

1. GE Café 30" Free Standing Gas Range Model #: CGS980SEMSS.
2. GE Café Dishwasher with Smart Dispense Technology Model #: CDW9380NSS
3. GE Microwave
4. Advantium 120-volt Wall Oven Model: SCB1001
5. GE Café 30" Designer Hood Model #: CV936MSS
6. GE Profile Energy Star 19.5 Cu. Ft. Stainless Bottom Freezer Drawer Model #: PDS20SPSRSS
7. We have included the following allowances:
 - a. Small refrigerator - \$1,200
 - b. Standard Dishwasher - \$300
 - c. Standard refrigerator - \$700

Assumption & Exclusions:

1. Excludes waste compactor.
2. Owner to supply and install all theatre equipment. JMI to provide power connections per owner supplier.

Division 12 Furnishings

Inclusion:

1. Includes allowance for fireplace - \$2,500

Division 15 Mechanical

HVAC

Inclusion, Assumptions & Exclusions:

1. We have included the following allowances:
 - a. Roof top equipment relocations and power - \$6,000
2. The theater will include one 2 ton split system with ducting and controls.
3. Office areas will include one 5 ton split system with ducting and controls.
4. Remove and replace supply and return grills.
5. Remove and replace 2 existing restroom exhaust fans.
6. The kitchen exhausts will be with sidewall discharge.
7. The toilet exhausts will be with sidewall discharge.
8. Modify existing ducting in new restroom/kitchen area.
9. The HVAC design system will meet all code requirements for a complete system.
10. The system will include acoustical isolators and seismic restraints.

Fire Protection System

Inclusions, Assumptions & Exclusions:

1. Excludes Fire Protection / Alarms. None required.

Plumbing System

Inclusions, Assumptions & Exclusions:

1. The system will include ABS Waste and Vents.
2. The system will include building sewer tied in within five feet of unit.
3. Water system with building to be type "M" copper with 1 stub out at each fixture.
4. Pipe insulation per title 24.
5. The system will include air chambers and shock stops.
6. All exterior clean outs to be 9" round Christy Boxes with cast iron lid.
7. Fire stopping for all plumbing penetrations.
8. Gas to new Fireplace location.
9. Plumbing fixtures will include:
 - b. (4) Lavatories - Western Archer - k2355
 - c. (4) Water closet - Sterling Windham - 402315 ADA
 - d. (4) Faucet - La Toscana - 78w211lex chrome
 - e. (4) Soap Dispenser - La Toscana - aloldcroch chr
 - f. (1) Lavatories - Kohler Kingston - k2005 wall hung
 - g. (1) Faucet - Kohler Coralais - k15182
 - h. (2) Sink - Sterling Pro - 11402-4s

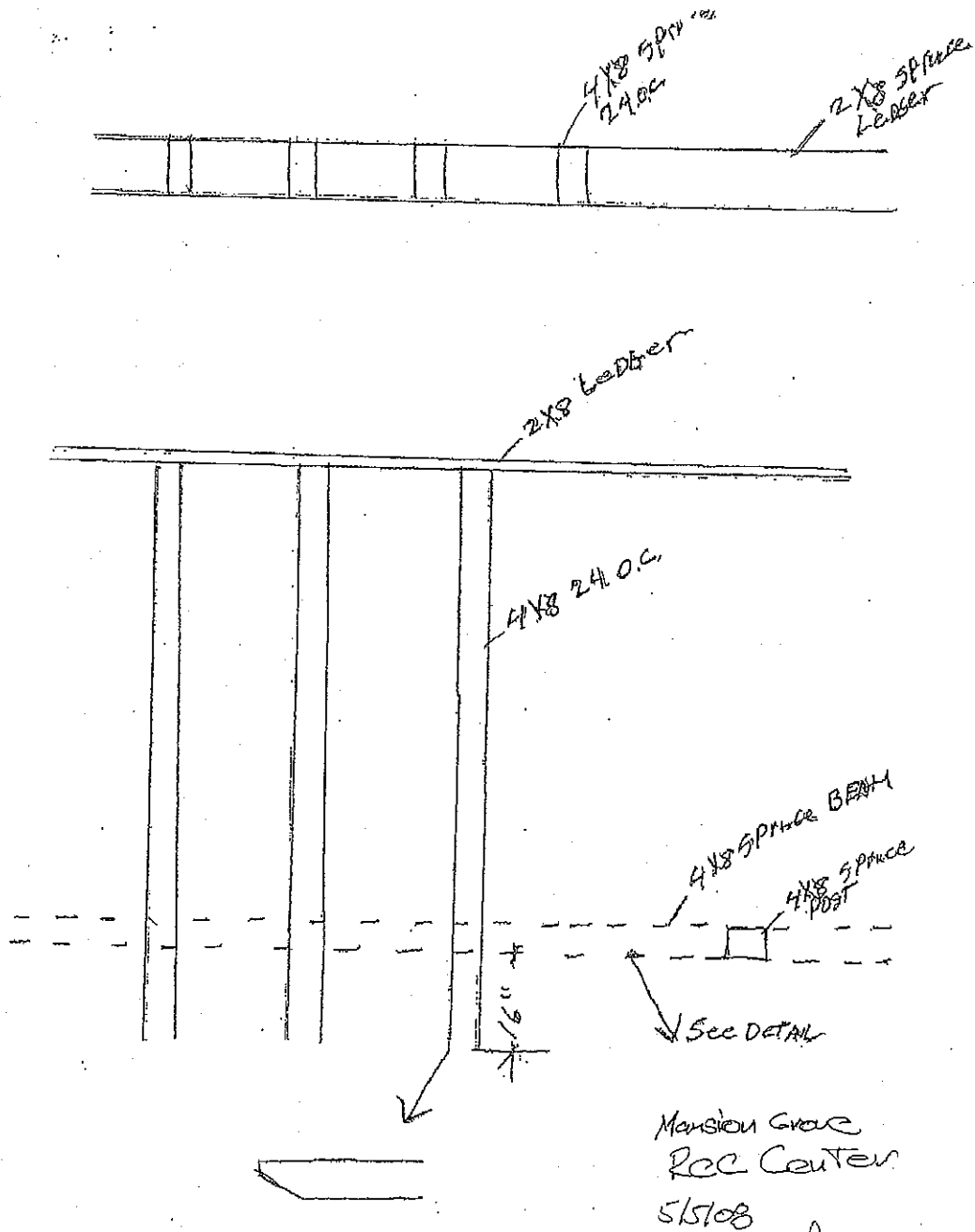
- i. (2) Faucet - Kohler Cornerstone - k15160
 - j. (2) Disposal - Waste King ½ hp - 1001w/cord
 - k. (2) Shower - Floestone 3pc-40-40h - White (C
 - l. (1) Janitor sink - Floestone Preformed - 24x24
 - m. (1) Faucet - Symons Chrome - W/bucket bracket
 - n. (1) Drinking fountain - hi/low - Chrome
10. The system will include remove and replace existing fixtures at the same rough in locations in locker room.

Division 16 Electrical, Fire Alarm & Security

Inclusions, Assumptions & Exclusions:

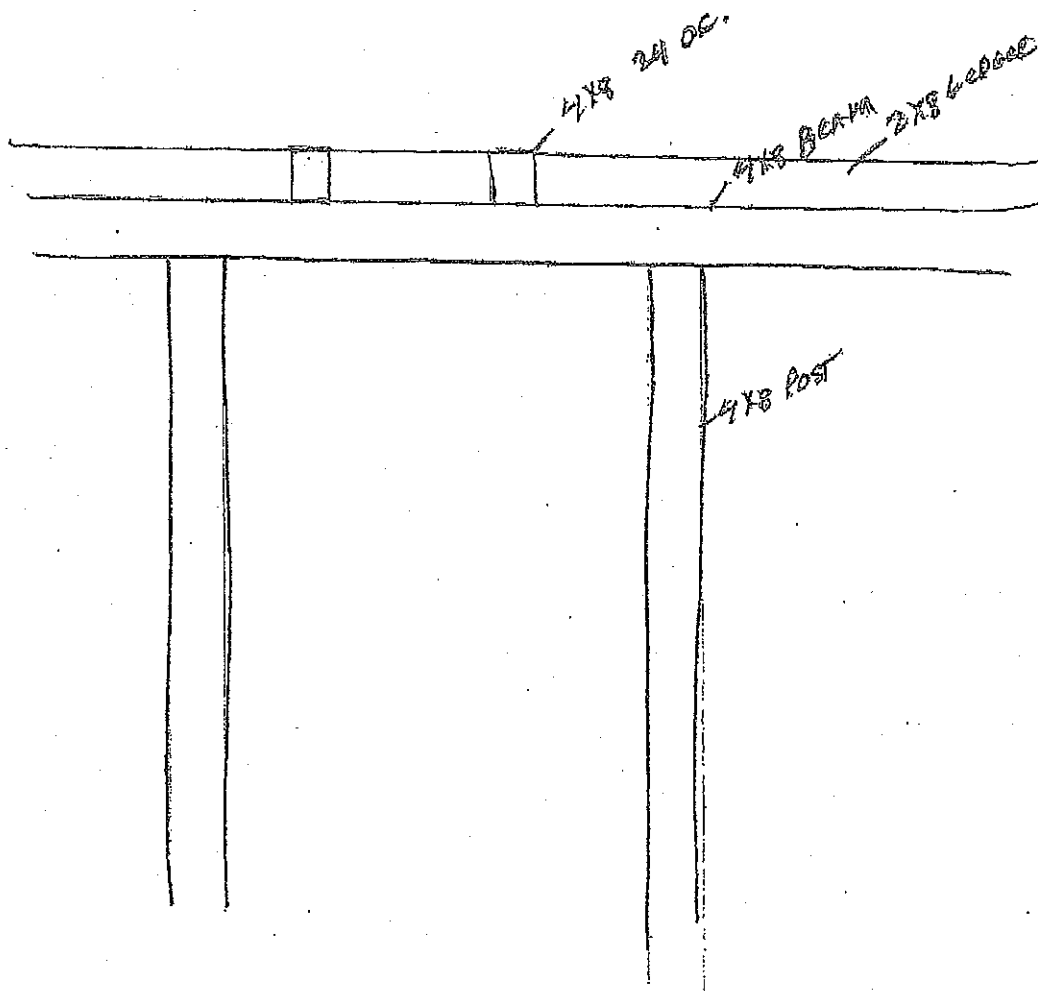
- 1. We have included the following allowances:
 - a. Light Fixtures - \$10,000
- 2. The power system will be provided to all appliances and MEP systems requiring power. Industry standard quantity of outlets will be provided.
- 3. The lighting system will be provided to meet the industry standard quantity and code.
- 4. The light fixtures will be recessed downlight (HALO H7ICT - 120V Line Voltage / 6" Aperture / IC Insulated)
- 5. Fluorescent lighting will be provided in the kitchens and bathrooms.
- 6. The security system is excluded.





TOP VIEW

[Signature]



ELEVATION

Mansion Grove
Roc Carter
5/5/08

MR *RC*